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IN THE CIRCUIT COURT OF COOK COUNTY, ILLIN
COUNTY DEPARTMENT, DOMESTIC RELATIONS DIV



Doc#: 0500618122
Eugene "Gene" Moore Fee: \$64.50
Cook County Recorder of Deeds
Date: 01/06/2005 11:15 AM Pg: 1 of 21

IN RE THE MARRIAGE OF:)
)
 BERNARDETA LIGAS,)
 PETITIONER,)
)
 and) No. 04 D 530179
)
 ANDRZEJ LIGAS,)
 RESPONDENT.)

JUDGMENT OF DISSOLUTION OF MARRIAGE

This cause, coming on to be heard upon the regular call of the calendar of contested matters of this Court, upon the duly verified Petition For Dissolution Of Marriage of the Petitioner, BERNARDETA LIGAS, and the Petitioner being present in open court and being represented by her counsel, Attorney ROBERT G. GROSSMAN, and the Respondent, ANDRZEJ LIGAS being represented by his counsel, Attorney MICHAEL P. DOMAN, of THE LAW OFFICES OF MICHAEL P. DOMAN, LTD., in these Dissolution of Marriage proceedings, and the Respondent agreeing to withdraw his Counter-Petition for Dissolution of Marriage filed in this cause, the Court having heard the testimony of Petitioner after having been duly sworn and examined in open court in support of her allegations and charges as set forth in her Petition for Dissolution of Marriage, and this Court having considered all of the evidence presented, the circumstances of the parties and the terms and provisions of a written marital settlement agreement entered into between them, and now being otherwise duly advised in the premises; DOTH HEREBY FIND AS FOLLOWS:

1. That this Court has jurisdiction of the parties hereto and the subject matter hereof;

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2. That both Petitioner and Respondent were, at the time of commencement of this action, residents of the State of Illinois, and such residence has been maintained in excess of ninety (90) days next preceding the making of this finding;

3. That the parties hereto were lawfully joined in marriage on, to-wit: the 15th day of January, 1994 in the town of Nowy Targ, Country of Poland, where said marriage was registered, and that they have ceased cohabiting as husband and wife;

4. That no children were born to the parties as a result of their marriage, *that are presently living* none were adopted by the parties, and the Petitioner is not now pregnant by your Respondent;

5. During the course of the marriage, irreconcilable differences have caused the irretrievable breakdown of the marriage, past efforts at reconciliation have failed, and future efforts at reconciliation would be impracticable and not in the best interests of the parties. The parties have ceased cohabiting together as husband and wife for a period in excess of six (6) months.

6. The parties hereto have entered into a Marital Settlement Agreement dated the 8th day of November, 2004, in Chicago, Illinois concerning the respective rights of each party in and to the property, income or estate which either of them now owns or may hereafter acquire, including a division of all marital and non-marital property, and other matters, which Agreement has been presented to this Court for its consideration. Said Agreement was entered into freely and voluntarily between the parties hereto. It is not unconscionable and ought to receive the approval of this Court.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED:

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A. The parties are awarded a Judgment of Dissolution of Marriage and the bonds of marriage heretofore existing between the Petitioner, BERNARDETA LIGAS, and the Respondent, ANDRZEJ LIGAS be, and the same are hereby dissolved.

B. The Marital Settlement Agreement between the Petitioner and the Respondent hereinafter set forth in full, is made a part of this Judgment of Dissolution of Marriage, and all of the provisions of said Agreement are expressly ratified, confirmed, approved and adopted as the orders of this Court to the same extent and with the same force and effect as if said provisions were in this paragraph set forth verbatim as the Judgment of this Court; each of the parties hereto shall perform under the terms of this Agreement.

C. This Court expressly retains jurisdiction of this cause for the purpose of enforcing all the terms of this Judgment of Dissolution of Marriage, including all the terms of the Marital Settlement Agreement made in writing between the Parties as hereinabove set forth.

D. The Petitioner shall be permitted to resume the use of her maiden name of, "Truty."

ENTER:

JUDGE

DATE



MICHAEL P. DOMAN
Attorney for Andrzej Ligas
200 North LaSalle Street
Suite 2750
Chicago, Illinois 60602
(312) 782-2622
Attorney No. 54777

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MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT, (hereinafter sometimes referred to as "Agreement") is made and entered into this 8th day of November, 2004, by and between BERNARDETA LIGAS (hereinafter "BERNARDETA"), and ANDRZEJ LIGAS (hereinafter "ANDRZEJ");

WHEREAS, the parties were lawfully married on the 15th day of January, 1994, in town of Nowy Targ, Country of Poland; and

WHEREAS, one child was born to the parties as a result of the marriage, who is now deceased, no other children were born to or adopted by the parties to the marriage and BERNARDETA acknowledges that she is not presently pregnant by ANDRZEJ; and

WHEREAS, during the course of the marriage, irreconcilable differences have caused the irretrievable breakdown of the marriage, past efforts at reconciliation have failed, and future efforts at reconciliation would be impracticable and not in the best interests of the parties; and

WHEREAS, there is litigation pending between the parties in the Circuit Court of Cook County, Illinois, pursuant to the Illinois Marriage and Dissolution of Marriage Act, under case number 04 D 530179. The case is entitled, "In Re: The Marriage of BERNARDETA LIGAS, Petitioner, and ANDRZEJ LIGAS, Respondent." Said cause remains pending and undetermined; and

WHEREAS, BERNARDETA has employed and had the benefit of the counsel of Attorney Robert G. Grossman and ANDRZEJ has employed and had the benefit of the counsel of Attorney MICHAEL P. DOMAN, of THE LAW OFFICES OF MICHAEL P. DOMAN, LTD., as his attorney; and

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WHEREAS, both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free of any duress or coercion and with full knowledge of each and every provision contained in this Agreement and the consequences thereof; and

WHEREAS, each party expressly states that no representation has been made by the other party or his or her attorney other than that which is contained in this Agreement. The parties, after carefully considering the terms and provisions of this Agreement, state that they believe same to be fair and reasonable under their present circumstances; and

WHEREAS, that without any collusion as to the pending proceedings, and without any intent to obtain or stimulate a dissolution of marriage, and in the interest of avoiding protracted litigation, the parties hereto consider it to be in their best interests to settle between themselves now and forever the issues arising out of said litigation including, but not limited to, maintenance and support for the parties, property rights and attorneys' fees, and to forever, finally and fully settle and adjudicate between themselves, all other rights growing out of the marital, or any other relationship, now or previously existing between them and to fully and finally settle any and all rights of every kind, nature and description which either of them now has or may hereafter have or claim to have against the other, including all rights and claims in and to any property of the other, of every kind, nature and description, whether real, personal, marital, non-marital, or mixed, now owned or which may hereafter be acquired by either of them and further, including without limitation of the foregoing, all inchoate and other rights of dower and

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courtesy and all rights of homestead, inheritance, descent, distribution and community interest and surviving spouse's award;

WHEREAS, each party has, prior to signing this Marital Settlement Agreement, reviewed this Agreement in detail with his and her respective counsel and have been fully informed of their respective rights, and have further been informed that each party has a right to proceed to a fully contested trial which might result in an outcome which is different than what is provided for in this Marital Settlement Agreement, and knowing this, both parties have agreed to enter into this Marital Settlement Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual and several promises, covenants and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby jointly and severally acknowledged, the parties do freely and voluntarily agree to each and every term and provision freely set forth in this Marital Settlement Agreement as follows:

ARTICLE I.

RESERVATION OF RIGHTS

- 1.1 This Agreement is not one to obtain or stimulate a Judgment For Dissolution of Marriage.
- 1.2 Each party reserves the right to prosecute or defend any action now pending or which may hereafter be brought for relief under the Illinois Marriage and Dissolution of Marriage Act.
- 1.3 This Agreement shall be presented by the parties to the Court as their complete Agreement entered into by them, and in the event a Judgment of Dissolution

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of Marriage is entered, then this Agreement shall become a part of said Judgment, and shall govern the respective property rights and all other matters hereinafter set forth. In the event no Judgment of Dissolution of Marriage is entered in this cause, then this Agreement shall become null and void.

1.4 If this Court or any Court shall alter, change or modify any portion of this Agreement at any time prior to the entry of a Judgment of Dissolution of Marriage, then any proceeding pending before this Court shall be suspended so that each party shall have an opportunity to consider the changes made to this Agreement, and if necessary, renegotiate all or any part of this Agreement, and if the parties are unable to come to an Agreement after any changes are made prior to entry of this Judgment of Dissolution of Marriage, then either party shall have the option to rescind such Agreement before the entry of said Judgment.

ARTICLE II

MAINTENANCE

2.1 ANDRZEJ acknowledges that he is self supporting and able to take care of his financial needs without receiving maintenance from BERNARDETA. ANDRZEJ therefore waives his right to petition this court or any other court for the payment of maintenance to him. ANDRZEJ acknowledges that he may not return to this court or any other court to request any modification to this provision.

2.2 BERNARDETA acknowledges that she is self supporting and able to take care of her financial needs without receiving maintenance from ANDRZEJ. BERNARDETA therefore waives her right to petition this court or any other court for the

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payment of maintenance to her. BERNARDETA acknowledges that she may not return to this court or any other court to request any modification to this provision.

ARTICLE III

MARITAL RESIDENCE

3.1 The parties acquired their marital residence located at 8559 Mayor, Burbank, Illinois during the course of the marriage. The estimated fair market value of the marital residence is \$380,000.00. The estimated remaining mortgage balance is \$100,000.00. Title to and ownership of this marital residence is hereby awarded to BERNARDETA in its entirety, free and clear of any right or claim of ANDRZEJ. ANDRZEJ shall sign a Quit Claim Deed waiving and relinquishing his entire right, title and interest in and to the marital residence to BERNARDETA and he shall make no further claim to any ownership interest in this marital residence after the date of entry of this Judgment of Dissolution of Marriage.

3.2 BERNARDETA shall be solely liable and responsible for any and all expenses, costs or liabilities associated with and/or attributable to the marital residence including, but not limited to, the mortgage payments, real estate taxes, whether past, present or future, utilities, homeowners insurance and all other expenses associated with and/or attributable to the residence. BERNARDETA agrees to indemnify and hold ANDRZEJ harmless from and against the payment of any such expenses, and indemnify ANDRZEJ against any claims which may be made by third parties of or relating to the marital residence.

3.3 BERNARDETA shall, within sixty (60) days after the date of entry of this Judgment of Dissolution of Marriage, refinance the mortgage on the marital residence

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so as to remove ANDRZEJ'S name from the mortgage. In the event BERNARDETA does not refinance the mortgage on the marital residence within said sixty (60) day period, then she shall place the marital residence for sale with a real estate broker licensed to sell real estate in the State of Illinois at a fair market value approved by said real estate broker for the purpose of selling the marital residence and satisfying the outstanding mortgage.

ARTICLE IV

BODY SHOP BUILDING

4.1 The parties acquired a building located at 5038 South Christiana, Chicago, Illinois during the course of the marriage, which is currently used by ANDRZEJ for his body shop. The fair market value of this building is estimated to be \$280,000.00, and the remaining mortgage balance is approximately \$54,000.00. This building at 5038 South Christiana, Chicago, Illinois, is hereby awarded to ANDRZEJ in its entirety, free and clear of any claim or right of BERNARDETA. *Bernardeta to sign a Quit Claim Deed, LA*

4.2 ANDRZEJ shall be solely liable and responsible for any and all expenses, costs or liabilities associated with or attributable to this property including, but not limited to, the mortgage payments, real estate taxes, whether past, present or future, utilities, insurance and all other expenses associated with and/or attributable to the residence. ANDRZEJ agrees to indemnify and hold BERNARDETA harmless from and against the payment of any such expenses, and indemnify BERNARDETA against any claims which may be made by third parties of or relating to the marital residence.

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ARTICLE V

NON-TAXABLE PROPERTY DISTRIBUTION

5.1 ANDRZEJ shall, within ninety (90) days after entry of this Judgment of Dissolution of Marriage, refinance the mortgage on the building at 5038 South Christiana, Chicago, Illinois, for the purpose of removing BERNARDETA'S name from the mortgage, and also for the purpose of paying BERNARDETA an additional \$80,000.00 as and for a property settlement. This \$80,000.00 distribution to BERNARDETA shall be a non-taxable property distribution and shall be considered a transfer of property between spouses incident to a divorce in accordance with Section 1041 of the Internal Revenue Code, as now in effect or hereafter amended. This \$80,000.00 payment shall be made to BERNARDETA within ninety (90) days after entry of this Judgment of Dissolution of Marriage

ARTICLE VI

ANDY'S AUTO BODY, LTD.

6.1 The corporation, Andy's Auto Body, Ltd., is the auto body shop in which ANDRZEJ is now employed. ANDRZEJ and BERNARDETA are 50/50 shareholders, with each holding five hundred (500) shares of stock of this corporation. Simultaneously with the entry of this Judgment of Dissolution of Marriage, BERNARDETA shall sign over her stock certificates to ANDRZEJ and hereby waive and relinquish any and all claims and rights to ownership in Andy's Auto Body, Ltd., and waive and relinquish any and all claims she otherwise would have to this business by virtue of her marriage to ANDRZEJ, and by virtue of her stock ownership. BERNARDETA hereby waives and

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relinquishes to ANDRZEJ any and all claims or demands to the income or assets of this auto body shop.

6.2 ANDRZEJ hereby indemnifies and shall hold BERNARDETA harmless from and against the payment of any costs, expenses or liabilities associated with or attributable to this auto body shop. ANDRZEJ agrees to indemnify and hold BERNARDETA harmless from and against the payment of any such expenses, and indemnify BERNARDETA against any claims which may be made by third parties against this auto body shop.

ARTICLE VII

BANK ACCOUNTS AND SAVINGS ACCOUNTS

7.1 ANDRZEJ is awarded all savings accounts, checking accounts and other financial accounts in his possession or control free and clear of any claim from BERNARDETA.

7.2 BERNARDETA is awarded all savings accounts, checking accounts and other financial accounts in her possession or control free and clear of any claim from ANDRZEJ.

ARTICLE VIII

HOUSEHOLD FURNISHINGS

8.1 The parties agree the BERNARDETA is hereby awarded one hundred percent (100%) of all household furnishings and personal property now contained in the marital residence, free and clear of any claim from ANDRZEJ. ANDRZEJ shall, within thirty (30) days after the date of entry of this Judgment of Dissolution of Marriage,

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vacate the marital residence, and shall only remove his personal belongings, such as his clothing and other items personal in nature, such as his toiletries.

ARTICLE IX

DEBTS

9.1 ANDRZEJ shall be responsible for paying all credit card bills or other debts personally signed for or otherwise incurred in his own name. ANDRZEJ shall indemnify and hold BERNARDETA harmless from and against payment of any such debts which he has personally incurred. ANDRZEJ further warrants that he has not incurred any liabilities with third parties for which BERNARDETA might otherwise become liable. If any claim, lawsuit or other cause of action is initiated by any third party under The Rights of Married Persons Act (750 ILCS 65/01 et seq.) naming BERNARDETA as a defendant for a debt, liability or other obligation incurred by ANDRZEJ, then ANDRZEJ agrees to indemnify and hold BERNARDETA harmless from and against any such proceedings and will be responsible for any judgments entered on said obligations. ANDRZEJ further agrees that this indemnification shall apply to any attorneys fees or court costs required to be incurred by BERNARDETA in defending any claim or cause of action arising from any debts awarded to ANDRZEJ pursuant to this provision.

9.2 BERNARDETA shall be responsible for paying all credit card bills or other debts personally signed for or otherwise incurred in her own name. BERNARDETA shall indemnify and hold ANDRZEJ harmless from and against payment of any such debts which she has personally incurred. BERNARDETA further warrants that she has not incurred any liabilities with third parties for which ANDRZEJ might otherwise

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become liable. If any claim, lawsuit or other cause of action is initiated by any third party under The Rights of Married Persons Act (750 ILCS 65/01 et seq.) naming ANDRZEJ as a defendant for a debt, liability or other obligation incurred by BERNARDETA, then BERNARDETA agrees to indemnify and hold ANDRZEJ harmless from and against any such proceedings and will be responsible for any judgments entered on said obligations. BERNARDETA further agrees that this indemnification shall apply to any attorneys fees or court costs required to be incurred by ANDRZEJ in defending any claim or cause of action arising from any debts awarded to BERNARDETA pursuant to this provision.

ARTICLE X

AUTOMOBILES

10.1 BERNARDETA is hereby awarded the parties' 1998 Toyota Rav4 automobile, free and clear of any claim from ANDRZEJ. ANDRZEJ shall, if necessary, sign over the title to this automobile to BERNARDETA. BERNARDETA shall indemnify and hold ANDRZEJ harmless from and against the payment of any expenses associated with or attributable to this automobile including, but not limited to, automobile loan or lease payments, repairs, automobile insurance and automobile repair expenses.

10.2 ANDRZEJ is hereby awarded the parties' 2000 Lexus RX300 automobile, free and clear of any claim from BERNARDETA. BERNARDETA shall, if necessary, sign over the title to this automobile to ANDRZEJ. ANDRZEJ shall indemnify and hold BERNARDETA harmless from and against the payment of any expenses associated

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with or attributable to this automobile including, but not limited to, automobile loan or lease payments, repairs, automobile insurance and automobile repair expenses.

ARTICLE XI

RETIREMENT PLANS

11.1. The parties acknowledge that BERNARDETA has a 401(k) retirement plan held with the investment firm, T. Rowe Price in the approximate amount of \$32,000.00, and this retirement plan is hereby awarded to BERNARDETA in its entirety, free and clear of any claim from ANDRZEJ.

ARTICLE XII

ATTORNEYS FEES

12.1 ANDRZEJ hereby agrees to be responsible for the payment of all attorneys fees incurred on his behalf by his attorney, MICHAEL P. DOMAN, and ANDRZEJ hereby agrees to waive his right to a hearing on the issue of contribution to attorneys fees otherwise allowed by Section 503(j) of the Illinois Marriage and Dissolution of Marriage Act as now in effect or hereafter amended.

12.2 BERNARDETA hereby agrees to be responsible for the payment of all attorneys fees incurred on her behalf by her attorneys, (both previous and current), and BERNARDETA hereby agrees to waive her right to a hearing on the issue of contribution to attorneys fees otherwise allowed by Section 503(j) of the Illinois Marriage and Dissolution of Marriage Act as now in effect or hereafter amended.

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ARTICLE XIII

AGREEMENT NONMODIFIABLE

13.1 The parties may only amend or modify this Agreement by a subsequent writing dated and signed by both parties. No oral agreement shall be effective to, in any manner, modify or waive any terms or conditions of this Agreement.

ARTICLE XIV

FULL DISCLOSURE

14.1 ANDRZEJ and BERNARDETA both agree that they have fully disclosed all assets in which either party has any interest, directly or indirectly, as beneficiary of a trust, as partner of a partnership, as shareholder of a corporation, individually, or in any other manner. It is understood that all assets with a value in excess of Five Hundred and No Tenths (\$500.00) Dollars have been fully disclosed to one another. Each party represents that neither has any stock, bond, automobile, real estate, jewelry, savings account, checking account, stock brokerage account, certificate of deposit, or any other financial instruments containing monetary funds that has not been disclosed to the other. The parties further agree that should the discovery of any such asset be made at any time after entry of this Judgment of Dissolution of Marriage which is shown to have been owned by the other side during the course of this marriage, then the asset discovered or an equal amount of money shall be turned over to the other party. This agreement is based upon the understanding that there has been full disclosure of all assets to one another.

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ARTICLE XV

GENERAL PROVISIONS

15.1 In connection with the aforesaid transfers and releases of property between ANDRZEJ and BERNARDETA pursuant to the provisions of this Judgment for Dissolution of Marriage, and in accordance with the general release paragraph of this agreement, the parties contemplate that the property transfers and releases are not subject to Federal or Illinois income tax, as the above-referenced transfers are all being made incident to the divorce of the parties, as contemplated by Internal Revenue Code section 1041.

15.2 Execution of Documents. Each of the parties hereby agrees to make, execute, acknowledge and deliver concurrently with the execution hereof, good and sufficient instruments necessary and proper to vest the titles and estates in the respective parties hereto, and from time to time, to make, to execute, acknowledge and deliver any and all documents which may be necessary or proper to carry out the purposes of this Agreement and to establish of record the sole and separate ownership of the several properties of said parties in the manner herein agreed and provided. If either party hereto for any reason shall fail or refuse to execute any such documents, then this Agreement shall, and it is hereby expressly declared to, constitute a full and present transfer, assignment and conveyance of all rights hereinabove designated to be transferred, assigned and conveyed, and a full, present and effective relinquishment and waiver of all rights hereinabove designated to be relinquished and waived. In the event after thirty (30) days from the effective date of this Agreement, there are necessary documents which either party has failed to execute or deliver, both parties

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hereby authorize and direct that a Judicial Officer of the Circuit Court of Cook County shall be authorized to make, execute and deliver any and all necessary documents on behalf of either party. This authorization includes, but is not limited to, and all realty, personal property, or beneficial interests in land trusts.

15.3 Mutual Releases. To the fullest extent permitted by law and except as herein otherwise provided, each party releases and relinquishes all rights and claims against the other party and his or her agents, attorneys and servants, and each of the parties does hereby forever relinquish, release, waive, and forever quit claim and grant to the other, his or her heirs, personal representatives and assigns, all rights of maintenance, alimony, inheritance, descent and distribution, homestead, dower, community interest and all other right, title, claim, interest and estate as husband and wife, widow or widower, whether existing by reason of the marital relationship existing between said parties hereto pursuant to any present or future law, or otherwise including any and all right, title, claim or interest which he or she otherwise has or might have or be entitled to claim in, to or against the property, assets and estate of the other, whether real, personal or mixed, whether marital or non-marital, whether community or separate, whether now owned or hereafter in any manner acquired by the other party, whether in possession or in expectancy and whether vested or contingent. Each party further covenants and agrees for himself or herself, his or her heirs, personal representatives and assigns, that neither of them shall at any time hereafter sue the other or his or her heirs, personal representatives, grantees, devisees or assigns, agents or servants for the purposes of enforcing any rights specified to be released, waived or relinquished under this Agreement; and each party further agrees that in the event any

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suit shall be commenced, this release, when pleaded, shall be and constitute a complete defense thereto. Each party further agrees to execute, acknowledge and deliver at the request of the other party, or his or her heirs, personal representatives, grantees, devisees or assigns, any or all deeds, releases or other instruments and further assurances as may be required or reasonably requested to effect or evidence such release, waiver or relinquishment of such rights; provided, however, that nothing herein contained shall operate or be construed as a waiver or release by either party to the other of the obligation on the part of the other to comply with the express provisions of this Agreement.

15.4 Waiver of Estate Claim. Each of the parties hereby waives and relinquishes all rights to act as administrator-with-the-will-annexed of the estate of the other party and each of the parties hereto does further relinquish all rights to inherit by interstate succession any of the property of which the other party may die seized or possessed. Should either of the parties hereto die intestate, this Agreement shall operate as a relinquishment of all right of the surviving party hereafter to apply for letters of administration in any form, and the estate of such deceased party, if he or she dies intestate, shall descend to the heirs of such deceased party, in the same manner as though the parties hereto had never been married, each of the parties hereto, respectively, reserving the right to dispose, by testamentary disposition or otherwise of his or her respective property in any way that he or she may see fit, without restriction or limitation whatsoever, except as otherwise provided herein.

15.5 Incorporation. This Agreement shall be submitted to the Court for its approval in connection with the parties' pending proceedings before the Court. The

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parties shall request the Court to approve this Agreement and have its terms set forth and incorporated by reference in a Judgment, should the Court enter a Judgment. The parties shall further request the Court, upon entry of any Judgment of Dissolution of Marriage, to retain the right to enforce the provisions of this Agreement. This Agreement, despite its incorporation, shall survive and continue to have independent legal significance, and this Agreement shall be enforceable as a contract. The parties further agree to protect the right of privacy of the other and hereby agree not to publish or disclose the terms hereto without the legal or medical necessity therefor.

15.6 Construction of Agreement.

- (a) The recitals set forth at the commencement of this Agreement are made a part of this Agreement.
- (b) The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.
- (c) Any word in the text of this Agreement shall be read as a singular or a plural and as masculine, feminine or neuter gender as may be appropriate under the circumstances to carry out the parties intent.
- (d) The parties may only amend or modify this Agreement by a written agreement dated and signed by them. No oral agreement shall be effective to in any manner modify or waive any terms or conditions of this Agreement.
- (e) The provisions of this Agreement shall not be subject to subsequent modification by any Court, except by mutual consent of the parties, however, both parties acknowledge that provisions dealing with custody, visitation and child support are subject to subsequent modification.
- (f) The provisions of this Agreement contain the entire understanding of the parties. No representations, warranties, promises, covenants or undertakings other than those expressly set forth herein have been made by either party to the other.

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- (g) This Agreement shall be construed under the general laws of the State of Illinois, irrespective of the later domicile or residence of the Petitioner or the Respondent.
- (h) This Agreement shall become effective immediately upon its execution by the parties provided, however, that the parties, or either of them, shall obtain approval of this Agreement by a Court of competent jurisdiction in conjunction with the entry of Judgment for Dissolution of Marriage.

15.7 Restoration of Former Name

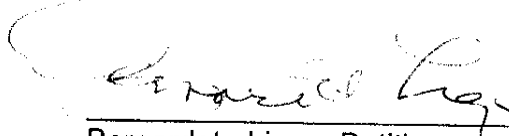
- a) That the petitioner shall be allowed to resume her former name, namely BERNARDETA TRUTY

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SIGNATURES

I, ANDRZEJ LIGAS, hereby agree and acknowledge that I have had the opportunity to review this Judgment of Dissolution of Marriage and attached Marital Settlement Agreement and I have had the opportunity to discuss this document with my attorney, MICHAEL P. DOMAN. I further acknowledge that all of terms and provisions in this Judgment of Dissolution of Marriage have been explained to me and I am voluntarily signing this document above the line where my name appears.

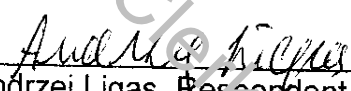
I, BERNARDETA LIGAS, hereby agree and acknowledge that I have had the opportunity to review this Judgment of Dissolution of Marriage and attached Marital Settlement Agreement and I have had the opportunity to discuss this document with my attorney, ROBERT G. GROSSMAN. I further acknowledge that I understand all of the terms and provisions in this Judgment of Dissolution of Marriage, and I am voluntarily signing this document above the line where my name appears.



 Bernardeta Ligas, Petitioner

12/9/04

 Date



 Andrzej Ligas, Respondent

12-9-04

 Date

MICHAEL P. DOMAN
 Attorney for Andrzej Ligas
 200 North LaSalle Street
 Suite 2750
 Chicago, Illinois 60601
 (312) 782-2622
 Attorney No. 54777